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non-dissolution of the corporation involved. The case is to be included within that large class wherein courts have declared that formal regularity of corporate organization and conduct will not be allowed to aid parties in the furtherance of their fraudulent designs. Such cases are discussed in a prior issue of this Review. 10 MICH. L. REV. 310 et seq. at pp. 311-313. And the presentation by JOHNSON, J. of the basic principles upon which he relies recalls the vigorous and sweeping terms of such decisions as *Metcalf v. Arnold*, 110 Ala. 180, 55 Am. St. Rep. 24, 1 WILG., CORP. CAS., 97, *In re Rieger*, 157 Fed. 609, and *Brundred v. Rice*, 49 Ohio St. 640, 32 N. E. 169, 34 Am. St. Rep. 589. "There is no hole too deep or tortuous for the law to explore in hunting fraud to its last refuge. One of the fatal errors fraud-feasors invariably make is in acting on the assumption that, if they can hide their scheme behind a deed, a written contract, a charter of incorporation, or something else as sacred and formidable, they thereby safely entrench themselves where hostile justice cannot reach them. * * * We reiterate what has been said so often, that fraud has no sanctuary and the courts will pierce its disguises whatever they may be and expose it in all its nakedness."

CRIMINAL LAW—WIFE ABANDONMENT—PROPER VENUE—Defendant was found guilty of abandoning his wife at the city and county of Saginaw. He petitioned for habeas corpus claiming the circuit court of Saginaw County was without jurisdiction, because the marriage took place in Kent County, when defendant was a resident of Marquette County, and he never was a resident of Saginaw County and had never lived with complaining witness in Saginaw County, and was, when arrested, a resident of Wayne County. *Held*, that as the wife was a legal resident of the county of venue, the court of that county had jurisdiction, and petitioner was not entitled to discharge from custody. *Ex Parte Price* (Mich. 1912) 134 N. W. 721.

In *Johnson v. People*, 66 Ill App. 103, 107, the court said: "If the defendant can not be indicted and tried in Peoria County, (the wife having gone to that county and the husband not being a resident thereof) he cannot be punished anywhere. It may be conceded that * * * a defendant can only be tried in the county where the offense is committed. * * * But the personal presence of the offender is not always an indispensable element in fixing jurisdiction. * * * A crime is committed where the doer's act takes effect," 12 Cyc. 237. That the physical presence of accused is unnecessary, see *State v. Sanner*, 81 Oh. St. 393, 26 L. R. A. (N. S.) 1093. For an extended note to the same effect, see 33 L. R. A. (N. S.) 331. Abandonment of a child takes place in the county where it becomes dependent and destitute. *Bennefield v. State*, 80 Ga. 107; *State v. Peabody*, 25 R. I. 544. In accord with the principal case, *State v. Dvoracek*, 140 Iowa 266.

DAMAGES—BREACH OF CONTRACT—VALUE OF UNMATURED CROPS.—Defendant sold plaintiff seed represented to be "pure Bermuda onion seed of the very best quality and grade." The seeds proved to be of an inferior quality, and produced a poor crop. Plaintiff sued for breach of contract, and offered proof of the condition of his land, the favorable season for onion growing, the value of good Bermuda onion crops in the immediate vicinity, all of